

Erik F. Stidham Partner Phone 208.342-5000 efstidham@hollandhart.com

February 10, 2025

VIA MAIL AND EMAIL – aebundy@bundyfarms.com; aebundy@msn.com

Ammon Bundy 896 E 400 S New Harmony, UT 84657

Re: <u>In re Ammon Edward Bundy</u>

Case No. 24-23530, United States Bankruptcy Court, District of Utah

Dear Mr. Bundy:

Consistent with the United States Bankruptcy Court's Order Regarding Motions to Compel and Quash, entered as Docket No. 372 on February 7, 2025 ("Order"), and enclosed herewith, notice is hereby given that your Rule 2004 exam is scheduled for **February 25, 2025, at 9 a.m. MST**, via Zoom.

Also enclosed for your convenience, is the Amended Subpoena. Pursuant to the Court's Order, you must produce documents required by the Amended Subpoena by **February 20, 2025**.

Here is the Zoom link, Meeting ID, and Passcode to use on February 25th to attend the Rule 2004 Exam:

Zoom link:

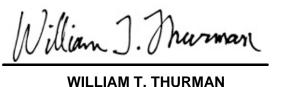
If you have any questions, please feel free to contact me.

Very truly yours,

/s/Erik F. Stidham

Erik F. Stidham Partner of Holland & Hart LLP This order is SIGNED.

Dated: February 7, 2025





WILLIAM T. THURMAN U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH

In re:

AMMON EDWARD BUNDY,

Debtor.

Bankruptcy Number: 24-23530

Chapter 7

Hon. William T. Thurman

ORDER REGARDING MOTIONS TO COMPEL AND QUASH

On December 4, 2024, the Court conducted a hearing on the following motions: (1) St. Luke's Creditors' Motion to Compel Bundy Motors Company's Compliance with Rule 2004 Subpoena (ECF No. 183, the "Motion to Compel Bundy Motors Company"); (2) Motion to Quash Subpoena for Lisa M. Bundy (ECF No. 163, the "Motion to Quash"); (3) St. Luke's Creditors' Motion to Compel Lisa Bundy's Compliance with Rule 2004 Subpoena (ECF No. 179, the "Motion to Compel Lisa Bundy"); (4) St. Luke's Creditors' Motion to Compel Ammon Bundy's Compliance with Rule 2004 Subpoena and for Sanctions (ECF No. 181, the "Motion to Compel Ammon Bundy"); and (5) St. Luke's Creditors' Motion to Compel Testimony of Debtor Despite Fifth

Amendment Objections (ECF No. 177, the "Motion to Compel Testimony"). Ryan Bundy appeared as a representative of Bundy Motors Company; Ammon Bundy and Lisa Bundy appeared *pro se*; Erik Stidham, Robert Faucher, and Engels Tejeda appeared on behalf of the St. Luke's Creditors²; and Jeffrey Trousdale appeared on behalf of Mark Rose, the Chapter 7 Trustee, who was also present. After hearing oral argument from the parties, the Court took the Motions under advisement.

After considering the Motions, the related declarations and attached exhibits, and any responses, objections, or other documents relevant thereto; after considering the parties' oral arguments at the December 4 hearing; and after conducting its own independent research of applicable law, the Court issued its ruling on the Motions from the bench on January 30, 2025, making its findings of fact and conclusions of law on the record. Based on those findings and conclusions, which the Court incorporates herein by reference, the Court hereby **ORDERS**:

- 1. The Motion to Compel Bundy Motors Company is DENIED without prejudice.
- 2. The Motion to Quash is GRANTED IN PART AND DENIED IN PART.
- 3. The Motion to Compel Lisa Bundy is GRANTED IN PART AND DENIED IN PART.
- 4. Lisa Bundy must produce the documents in categories 4, 5, 10, 12, 13, 14, 19, 20, and 21 in Exhibit A attached to the Second Amended Subpoena³ by **February 20, 2025**.

¹ Collectively, the Court will refer to the Motion to Compel Bundy Motors Company, the Motion to Quash, the Motion to Compel Lisa Bundy, the Motion to Compel Ammon Bundy, and the Motion to Compel Testimony as the "Motions."

² As defined in the Motion to Compel Bundy Motors Company, the Motion to Compel Lisa Bundy, the Motion to Compel Ammon Bundy, and the Motion to Compel Testimony.

³ As defined in the Court's January 30 ruling. For the sake of clarity, the Second Amended Subpoena, along with Exhibit A, can be found at ECF No. 180, pp. 50-57.

- 5. Lisa Bundy is not required to produce the documents in categories 1, 2, 3, 6, 7, 8, 9, 11, 15, 16, 17, and 18 in Exhibit A attached to the Second Amended Subpoena.
- 6. Lisa Bundy must attend a Rule 2004 exam conducted by the St. Luke's Creditors, which shall be conducted remotely using Zoom or a similar videoconferencing program, by no later than <u>February 27, 2025</u>, the exact date and time of which will be scheduled by the St. Luke's Creditors with at least 14 days' notice to Mrs. Bundy.
- 7. The Motion to Compel Ammon Bundy is GRANTED IN PART AND DENIED IN PART.
- 8. Ammon Bundy must produce the documents required by the Amended Subpoena⁴ by February 20, 2025.
- 9. Ammon Bundy must attend a Rule 2004 exam conducted by the St. Luke's Creditors, which shall be conducted remotely using Zoom or a similar videoconferencing program, by no later than <u>February 27, 2025</u>, the exact date and time of which will be scheduled by the St. Luke's Creditors with at least 14 days' notice to Mr. Bundy.
- 10. The Motion to Compel Testimony is GRANTED.

END OF DOCUMENT	
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⁴ As defined in the Court's January 30 ruling. For the sake of clarity, the Amended Subpoena can be found at ECF No. 157, pp. 10-19.

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DESIGNATION OF PARTIES TO RECEIVE NOTICE

Service of the foregoing **ORDER REGARDING MOTIONS TO COMPEL AND QUASH** shall be served to the parties and in the manner designated below.

By Electronic Service: To all registered CM/ECF users in the above-captioned case:

By U.S. Mail: In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served notice pursuant to Fed. R. Civ. P. 5(b).

Ammon Bundy Lisa Bundy P.O. Box 1062 Cedar City, UT 84721

Ammon Bundy Lisa Bundy 896 E 400 S New Harmony, UT 84757

Bundy Motors Company 361 Riverside Road Mesquite, NV 89027

UNITED STATES BANKRUPTCY COURT ____ District of Utah In re Ammon Edward Bundy Case No. 24-23530 Debtor Chapter 7 AMENDED SUBPOENA FOR RULE 2004 EXAMINATION To: Ammon Edward Bundy (Name of person to whom the subpoena is directed) Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached. PLACE DATE AND TIME Holland & Hart LLP October 14, 2024 222 S. Main Street, Suite 2200 9:00 a.m. MDT Salt Lake City, UT 84101 The examination will be recorded by this method: by stenographic means and audio-visual recording and produce Production: You, or your representatives, must also bring WMAYNY WAYNY THE following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material: See Exhibits A, A.1 & A.2. Your production is due by October 11, 2024 at Holland & Hart LLP, 222 S. Main St., Ste. 2200, Salt Lake City, UT 84101 The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached - Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so. Date: September 24, 2024 CLERK OF COURT OR Signature of Clerk or Deputy Clerk The name, address, email address, and telephone number of the attorney representing (name of party) St. Luke's Health System, Ltd. , who issues or requests this subpoena, are: ___, who issues or requests this subpoena, are: Robert A. Faucher, Holland & Hart LLP, 800 W. Main St., Ste. 1750, Boise, ID 83702 (208) 342-5000 rfaucher@hollandhart.com, Attorneys for St. Luke's Health System, Ltd.

B2540 (Form 2540 - 24-23530, Lile 2004 Examination) (12/13) Entered 02/24/25 15:07:25 Desc Exhibit

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

received this subpoena for (name of individual and title, if any):on (date)
I served the subpoena by delivering a copy to the named person as follows:
on (date); or
I returned the subpoena unexecuted because:
Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$
Date:
Server's signature
Printed name and title
Server's address

Additional information concerning attempted service, etc.:

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Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13) (made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

 For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

 (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
 - (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition,

hearing, or trial.

- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

 (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

- Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.
- (D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

- (A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
 - (i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it

EXHIBIT A

To Subpoena for Rule 2004 Examination, issued to Ammon Edward Bundy In Ammon Edward Bundy, Case No. 24-23530, United States Bankruptcy Court, District of Utah

You are obligated to produce the documents identified below, in accordance with the Definitions set forth below, no later than October 11, 2024. You shall produce copies of those documents at the following location:

Holland & Hart LLP 222 South Main Street Suite 2200 Salt Lake City, UT 84101

Or, you may deliver the documents to that location and make them available for copying by the parties who issued the subpoena. Or, you may deliver the documents in electronic form to:

efstidham@hollandhart.com and rfaucher@hollandhart.com

You shall identify, with respect to all of the produced Documents, the paragraph number of the request(s) below to which such Document is responsive.

The parties issuing this Subpoena are already in possession of the Already-Obtained Statements. You need not produce them.

DEFINITIONS

- "Abish-husbondi" means Abish-husbondi Inc., a Wyoming corporation now known as Kekoa Grove, Inc.
- "Already-Obtained Statements" means those bank account statements and credit union account statements identified at Exhibit A.1 hereto.
- "Bankruptcy Case" means In re Ammon Edward Bundy, Case No. 24-23530, United States District Court, District of Utah.
- "Books" means Documents consisting of books and records of a business enterprise, including without limitation, articles of organization, articles of incorporation, by-laws, meeting minutes, stock transfer ledgers, stock certificates or other evidence of equity ownership, indemnification agreements and shareholders' agreements.
- "Bundy Entities" means You, your wife Lisa Bundy, Abish-husbondi, Dono Custos, Bundy Farms, Inc., PRN and the Campaign, and "Bundy Entity" means any one of them.
- "Campaign" means the Bundy for Governor campaign, an unincorporated association with which you have been affiliated.

"Cash Transfers" means those cash deposits You made into Abish-husbondi bank accounts or credit union accounts as follows:

Date	Amount	
August 14, 2020	\$69,000.00	
August 19, 2020	\$26,600.00	
December 14, 2020	\$50,000.00	
February 26, 2021	\$49,800.00	
May 17, 2021	\$40,000.00	
August 10, 2021	\$ 9,980.00	
August 18, 2021	\$59,800.00	
September 17, 2021	\$50,000.00	
May 31, 2023	\$14,800.00	
October 12, 2023	\$17,500.00	

"Chambers Transfer" means a transfer of money in the approximate amount of \$487,167.36 from the law offices of Harris, Preston & Chambers to the MA Account.

"Document" or "Documents" shall mean the original, all copies and drafts of papers and writings and data of every kind, description and form, whether handwritten or typed, and all mechanical, magnetic media and electronic recordings, records and data of every kind, description and form, and all photographs of every kind, and including, without limiting the generality of the foregoing, the following: correspondence, letters, texts, voice messages, instant messages, notes, e-mails, computer files, memoranda, reports, notebooks, binders, drawings, studies, analyses, drafts, diaries, calendars, datebooks, appointment books, day-timers, intra- or inter-office communications, canceled checks, minutes, bulletins, circulars, pamphlets, telegrams, instructions, work assignments, messages (including reports, notes and memoranda of telephone conversations and conferences), telephone statements, calendar and diary entries, desk calendars, appointment books, job or transaction files, books of account, ledgers, bank statements, promissory notes, invoices, charge slips, working papers, graphs, charts, lab books, lab notes, lab journals or notebooks, evaluation or appraisal reports, pleadings, transcripts of testimony or other documents filed or prepared in connection with any court or agency or other proceeding, deeds, mortgages, deeds of trust, contracts, agreements, assignments, instruments, charges, opinions, official statements, prospectuses, appraisals, feasibility studies, trust, releases of claims, charters, certificates, licenses, leases, invoices, computer printouts or programs, summaries, audio, video or sound recordings, cassette tapes, video recorded, electronic or laser recorded, or photographed information. Documents are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents. "Documents" shall include "Electronically Stored Information" as defined herein. "Documents" shall include all of the foregoing transmitted through, or stored in, without limitation, the Signal messaging service. "Documents" shall mean all of the foregoing Documents in Your custody or control.

"Dono Custos" means Dono Custos, a Wyoming corporation.

"Electronically Stored Information" means information made, maintained, retained, stored, or archived by computer or electronic means in any medium, including but not limited to word processing documents, email, email attachments, databases, spreadsheets, writings, drawings, graphs, photographs, sound recordings, images, data, and data compilations. Electronically Stored Information shall include prior versions of information, as defined above, as well as all attachments, and shall include information stored on personal digital assistants, cell phones, Blackberries, personal laptop computers, hard drives, portable hard drives, and other similar devices.

"Estopped Certificate" means that Estopped [sic] Certificate, Release & Waiver attached to this subpoena as Exhibit A.2.

"Financial Account Statements" means Documents, including account statements and correspondence, with respect to any financial accounts, including without limitation bank accounts, credit union accounts, securities accounts, credit card accounts, commodities accounts, retirement accounts, 401(k) accounts, Roth accounts, IRA accounts and investment accounts, including all attachments to such statements (such as copies of checks); provided, however, that the term does not include the Already-Obtained Statements.

"Financial Records" means Documents consisting of Financia Account Statements, financial records and software of a business enterprise, whether or not incorporated, including without limitation account and other ledgers, bookkeeping data, accounting data, QuickBooks, etc.

"Global Trading Parties" means Tom Branson, Rebecca Branson and Global Trading & Investments Inc, an Idaho corporation.

"Idaho Litigation" means that lawsuit styled St. Luke's Health System, Ltd., et al. v. Ammon Bundy, et al., Case No. CV-01-22-06789, Fourth Judicial District Court, State of Idaho, County of Ada.

"Judgment" means, collectively, the following court filings in the Idaho Litigation: (i) Default Judgment entered August 29, 2023; (ii) Order on Verdict and Default Judgment entered August 29, 2023.

"Meeting of Creditors" means the meeting of creditors in the Bankruptcy Case on August 14, 2024 and August 19, 2024.

"Other Entities" means Bundy Motors Company and Bundy Brazilian Steakhouse, and, in addition, any business enterprise, whether or not incorporated, other than a Bundy Entity, in which You, during the period January 1, 2020 through the Petition Date (i) were an officer, (ii) were a director, (iii) held 10% or more of the equity, or (iv) were a manager; and "Other Entity" means any of them.

"Petition Date" means July 17, 2024.

"PRN" means People's Rights Network, an unincorporated association with which You have been affiliated.

- "Rodriguez Parties" means Diego Rodriguez, his former wife, Freedom Man Press, LLC, Freedom Man PAC, and Freedom Tabernacle Inc., and "Rodriguez Party" means any of them.
- "Schedules" means the schedule of assets, schedule of liabilities and other schedules filed at docket nos. 5 and 19 in the Bankruptcy Case.
- "Statements" means Your statement of financial affairs and other statements filed at docket no. 5 in the Bankruptcy Case.
- "You" means Ammon Edward Bundy, your agents, attorneys, employees, representatives, investigators, consultants and attorneys, and "Your" is the possessive form of You.

Documents You are Obligated to Produce

- 1. All Books of You from January 1, 2020-present.
- 2. All Financial Records of You from January 1, 2020-present.
- 3. All Financial Account Statements of You from January 1, 2020-present.
- 4. All Books of Lisa Bundy from January 1, 2020-present.
- 5. All Financial Records of Lisa Bundy from January 1, 2020-present
- 6. All Financial Account Statements of Lisa Bundy from January 1, 2020-present.
- 7. All Books of Abish-husbondi.
- 8. All Financial Records of Abish-husbondi.
- 9. All Financial Account Statements of Abish-husbondi.
- 10. All Books of Dono Custos.
- 11. All Financial Records of Dono Custos.
- 12. All Financial Account Statements of Dono Custos.
- 13. All Books of Bundy Farms Inc. from January 1, 2022-present
- 14. All Financial Records of Bundy Farms Inc. from January 1, 2022-present.
- 15. All Financial Account Statements of Bundy Farms Inc. from January 1, 2022-present.
- 16. All Books of PRN.

- 17. All Financial Records of PRN.
- 18. All Financial Account Statements of PRN.
- 19. All Books of the Campaign.
- 20. All Financial Records of the Campaign.
- 21. All Financial Account Statements of the Campaign.
- 22. All Books of any Other Entity from January 1, 2022-present.
- 23. All Financial Records of any Other Entity from January 1, 2022-present..
- 24. All Financial Account Statements of any Other Entity from January 1, 2022 present.
- 25. All Documents evidencing the outstanding Fullbay licenses about which You testified in Your Meeting of Creditors.
- All Documents exchanged between any Bundy Entity and the Global Trading Parties, or any of them.
- 27. All Documents exchanged between any Bundy Entity and the Rodriguez Parties, or any of them, from March 1, 2022 through the present date.
- 28. Al Documents exchanged between any Bundy Entity and Nate Jones from March 1, 2022 through the present date.
- 29. A PRN membership list for each of 2022, 2023, and 2024.
- 30. Your personal federal tax returns and schedules for the years 2020-present
- 31. Your personal state tax returns and schedules for the years 2020-present.
- 32. Your most recently filed federal income tax return.
- 33. Your most recently filed state income tax return.
- 34. Lisa Bundy's personal federal income tax returns and schedules from 2020-present.
- 35. Lisa Bundy's personal state income tax returns and schedules from 2020-present.
- 36. Lisa Bundy's most recently filed federal income tax return.
- 37. Lisa Bundy's most recently filed state income tax return.

- 38. Abish-husbondi's federal income tax returns and schedules for the years 2020-present.
- 39. Abish-husbondi's state tax income returns and schedules for the years 2020-present.
- 40. Dono Custos' federal income tax returns and schedules for the years 2020-present.
- 41. Dono Custos' state tax income tax returns and schedules for the years 2020-present.
- 42. Bundy Farms Inc's federal income tax returns and schedules for the years 2020-present.
- 43. Bundy Farms Inc's state income tax returns and schedules for the years 2020-present.
- 44. All federal income tax returns and schedules for any Other Entity for the years 2022-present.
- 45. All state tax returns and schedules for any Other Entity for the years 2022-present.
- 46. All state income tax returns and schedules for All Correspondence between You and the service providers who assisted You in incorporating Abish-husbondi.
- 47. All correspondence between You and the service providers who assisted You incorporating Dono Custos.
- 48. All correspondence between You and the registered agent(s) of Abish-husbondi.
- 49. All correspondence between You and the registered agent(s) of Dono Custos.
- 50. All Documents pertaining to the Cash Transfers and the transactions that gave rise to them, other than Already-Obtained Statements, including without limitation agreements, receipts, or invoices.
- 51. All Documents pertaining to any transfers of value of more than \$500 from any Bundy Entity to any Rodriguez Party from the period January 1, 2022-present.
- 52. All Documents pertaining to any transfers of value of more than \$500 from any Rodriguez Party to any Bundy Entity from the period January 1, 2022-present.
- 53. All Documents pertaining to any transfers of value of more than \$500 from any Bundy Entity to the Campaign from the period January 1, 2022-present.
- 54. All Documents pertaining to any transfers of value of more than \$500 from the Campaign to any Bundy Entity from the period January 1, 2022-present.
- 55. All Documents pertaining to any transfers of value worth more than \$500 from PRN to any Bundy Entity from the period January 1, 2022-present.

- 56. All Documents pertaining to any transfers of value worth more than \$500 from any Bundy Entity to PRN from the period January 1, 2022-present.
- 57. All Documents exchanged between any Bundy Entity and any tenant or potential tenant at Abish-husbondi's real properties in Gem County, Idaho since January 1, 2022.
- 58. Videotapes or audiotapes of You in which You address in any manner the St. Luke's Parties, the Judgment, PRN, Abish-Husbondi, Dono Custos, any litigation between the St. Luke's Parties and any Bundy Party.
- 59. Documents consisting of any trust agreements pertaining to any trust as to which You are or have been since January 1, 2020, a grantor, trustee, or beneficiary.
- 60. Documents evidencing Your interest in the real property listed at 1.2 of the Schedules.
- 61. All Documents reflecting transfer(s) of any of the funds making up the Chambers Transfer through the date You answer this document production.
- 62. All Documents relevant to all transactions in which You or any other Bundy Entity has engaged to hinder, delay or impair the St. Luke's Parties' efforts to collect on or enforce the Judgment.
- 63. All Documents in the possession or control of any Bundy Entity relating to (1) websites operated by PRN or associated with PRN's activities, and (2) websites affiliated with St. Luke's Exposed or Stlukesexposed.
- 64. All Documents exchanged between any Bundy Entity and Joseph Scott Malone since January 1, 2022.
- 65. All Documents exchanged between any Bundy Entity and Jane Valenzuela, an Arizona resident, and all documents pertaining to the transactions between Valenzuela and any Bundy Entity.
- 66. All Documents pertaining to any asset in which You have any beneficial interest, including without limitation any asset which You believe should be returned to You or any Bundy Entity or any Other Entity
- 67. All Documents consisting of real estate instruments granting any interest in real property to any Bundy Entity or Other Entity since January 1, 2022.
- 68. All Documents relating to the Estopped Certificate.

EXHIBIT A.1

Already Obtained Statements

CLARITY CREDIT UNION ACCOUNT STATEMENTS

Account Holder	Account Number	Dates
Abish-Husbondi	***1572	Aug 31, 2020 - March 31, 2024
Ammon Bundy - Ammon Bundy for Governor	***2161	May 31, 2021 – Feb 28, 2023
Bowen Bundy (Lisa Bundy joint holder)	***2128	May 31, 2021 – March 31, 2024
Dono Custos INC	***1719	Oct 31, 2020 – March 31, 2024
Farm Inc Bundy	***1571	Aug 31, 2020 - Jan 31, 2023
Hayden Bundy	***2127	May 31, 2021 - March 31, 2024
Lisa Bundy	***1616	Sep 30, 2020 - March 31, 2024

WELLS FARGO BANK ACCOUNT STATEMENTS		
Account Holder	Account Number	Dates
Abish Husbondi Inc	*****4772	Aug 30, 2019 - Dec 31, 2020
Abish Husbondi Inc	******7284	Aug 31, 2019 - Oct 31, 2020
Abish Husbondi Inc	******4778	Aug 31, 2019 - Dec 31, 2020
Ammon Bundy	******4297	Oct 17, 2018 - Jan 16, 2020
Bundy Farm Inc AKA Bundy Melons	******7835	Feb 29, 2020 – Dec 31, 2020
Halle Bundy	******2035	Feb 29, 2020
Halle Bundy	********7147	Feb 28, 2020 - Sep 28, 2020
Lisa Bundy	******0547	Oct 22, 2018 - Sep 30, 2020
Lisa Bundy	******9358	Oct 22, 2018 - Sep 30, 2020
Valet Fleet Services, LLC	******6948	June 30, 2019 – Sep 30, 2023
Valet Fleet Services, LLC	******	Jan 1, 2018 – May 31, 2019

32717454_v1



ESTOPPED CERTIFICATE, RELEASE & WAIVER

Recitals

Global Trading & Investments, Inc., an Idaho corporation ("GT&I") is in possession of certain funds belonging to Ammon E. and Lisa M. Bundy (collectively "Bundy"). GT&I and its principals desire to distribute the funds to Bundy (or to such party or parties as Bundy directs) and upon distributions be released of any further liability with regards to said funds.

Estoppel, Release & Waiver

NOWTHEREFORE, for good and valuable consideration, and GT&I's reliance on Bundy's execution of this instrument, the parties to this agreement represent and agree to the following:

- A. Waiver of Accounting. Bundy waives any further accounting of the funds. Upon receipt of the signed release GT&I shall cause to be disbursed to Abishhusband, Inc., the sum of \$487,167.36 (\$507,167.36473,000 less \$\$20,000.00).
- B. Full & Complete Distribution. Except for the \$20,000 fee the distribution represents a full and complete satisfaction of Bundy's interest in the funds and GT&I's obligation to Bundy.
- C. Release. Bundy releases and forever discharges GT&I, their officers, directors, shareholders, agents, attorneys, accountants and/or other representatives, from all actions, claims and demands whatsoever including but not limited to any claim(s) relating to the Loan Servicing and Stock Investment Arrangements, and any other act, matter, cause, or thing whatsoever arising out of the aforesaid transactions or the administration of such funds received from Bundy. Bundy understands that they have the right to obtain advice concerning this instrument from independent legal counsel of their choice, at their cost, and represents that they have either done so prior to executing this instrument or have knowingly elected voluntarily to waive any such right at this time.
- D. Estoppel Certificate. Bundy understands and agrees that by executing this instrument that GT&I and its agents are relying on the Bundy's representation in this instrument in making the distribution as directed by Bundy, instead of interpleading the funds into a court to obtain court approval. Bundy understands and agrees that if they sign this instrument, they will be forever estopped from challenging this instrument in any fashion
- E. Indemnification. Bundy agrees to indemnify and hold harmless (from Bundy's own assets) GT&I, its officers, directors, shareholders, agents, attorneys, accountants and/or other representatives against any cost or expense (including counsel

fees) or liability arising out of any acts which breach this instrument including, but not limited to, any legal or non-legal action which seeks to challenge, void or set aside this instrument (whether successful or unsuccessful) initiated by Bundy.

Entire Understanding and Agreement - Integration Clause. This F. Instrument constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous negotiations, representations and/or agreements, whether written or oral. This instrument may be amended only by written instrument expressly referring hereto, and duly signed by both the Bundy and GT&I. In the event any provision or portion hereof is held to be invalid or unenforceable, the

remaining provisions and/or portions shall remain valid and enforceable.
Jakendy)
Signature Signature Printed Name Signature Printed Name
Printed Name
STATE OF Van):ss.
County of Ivon)
On the Stn day of Jointoury 2023, before me
Personally appeared, Amnon and Lisa Euncly.
who is personally known to me, or who proved to me on the basis of satisfactory evidence
to be the person(s) whose name is/are subscribed to the within instrument, an acknowledged to me that he/she/they executed the same. Witness my hand and officing seal.
ALEXIS WINKLER: Notary Public - State of Utah Comm. No. 7203 (1) My Commission Expires on Sep 3, 2025
(This area for official Notarial scal)
2 1



Mountain America Credit Union Account Number Specification Sheet Wire Instructions

ID: 50

Description: Business Checking

This specification sheet is for the following credit union member(s):

ABISH HUSBONDI INC 3061 RIVERSIDE ROAD MESQUITE, 89027

ABA Routing Number: 324079555

Account Number: 501013664849

Wire Instructions:

*Please note Mountain America Credit Union does not have a "Swiftcode." We'do not handle exchange of foreign currency. The originating bank should have a corresponding bank in the United States they use to send wires through for this purpose. They will then forward to Mountain America Credit Union's routing number and the member's account number.

Incoming wire fee: \$10.00

If you have further questions regarding these instructions, please contact the Mountain America Credit Union Service Center at 1-800-748-4302.

This order is SIGNED.

Dated: September 23, 2024 William J. Thurman



WILLIAM T. THURMAN U.S. Bankruptcy Judge

Erik F. Stidham (Idaho Bar No. 5483) (Admitted pro hac vice) Robert A. Faucher (Idaho Bar No. 4745 (Admitted pro hac vice) HOLLAND & HART LLP 800 W. Main Street, Suite 1750 Boise, ID 83702-7714 Telephone: (208) 342-5000 efstidham@hollandhart.com rfaucher@hollandhart.com

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Attorneys for St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd., Chris Roth, Natasha Erickson, M.D., and Tracy Jungman, NP

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH

In re:

Bankruptcy No. 24-23530

AMMON EDWARD BUNDY,

Chapter 7

Debtor.

Honorable William T. Thurman

ORDER GRANTING ST. LUKE'S PARTIES' MOTION PURSUANT TO FED.R.BANKR.PRO. 2004 FOR AN ORDER AUTHORIZING AN EXAMINATION OF, AND PRODUCTION OF DOCUMENTS BY, THE DEBTOR

The Court having reviewed and considered The St. Luke's Parties' Motion Pursuant to Fed. R. Bankr. Pro. 2004 for an Order Authorizing an Examination of, and Production of Documents by, the Debtor filed on September 20, 2024 (the "Motion"); and Good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

- The Motion is GRANTED.
- 2. St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd. Chris Roth, Natasha Erickson and Tracy Jungman, or any of them, are authorized to issue subpoenas to the Debtor (1) for production of documents by him with at least 14 days' prior written notice; and (2) for an oral examination of him with at least 14 days' prior written notice.

----- End of Document -----

DESIGNATION OF PARTIES TO BE SERVED

Service for the foregoing Order shall be served to the parties and in the manner designated below:

By Electronic Service: I certify that the parties of record in this case as identified below are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system.

Mark C. Rose

trustee@mbt-law.com

McKay, Burton & Thurman, P.C.

U.S. Trustee

USTPRegion19.SK.ECF@usdoj.gov

Darren G. Reid Engels Tejeda Benjamin D. Passey Erik F. Stidham Robert A. Faucher

Holland & Hart LLP

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rfaucher@hollandhart.com

By U.S. Mail / Electronic Mail: In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served Notice pursuant to Fed. R. Civ. P. 5(b).

By U.S. First Class Mail - postage prepaid:

Ammon Edward Bundy, pro se P.O. Box 1062 Cedar City, UT 84721

Ammon Edward Bundy 896 E 400 S New Harmoney, UT 84757

Dated: September ____, 2024.